

County of Los Angeles DEPARTMENT OF CHILDREN AND FAMILY SERVICES

425 Shatto Place, Los Angeles, California 90020 (213) 351-5602

ADOPTED

BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

June 11, 2013

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Board of Supervisors

June 04, 2013

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

Dear Supervisors:

SACHI A. HAMAI SACHI A. HAMAI EXECUTIVE OFFICER

RECOMMENDATION TO APPROVE A SIX-MONTH EXTENSION TO THE YOUTH DEVELOPMENT SERVICES CONTRACTS (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

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SUBJECT

The Department of Children and Family Services (DCFS) seeks to execute seven Youth Development Services (YDS) contract amendments to extend the contracts for six months from July 1, 2013, through December 31, 2013, to complete a solicitation and negotiation of new contracts for the provision of YDS to foster and/or youth ages 14-20. The YDS contracts will expire on June 30, 2013.

IT IS RECOMMENDED THAT THE BOARD:

- 1. Delegate authority to the Director of DCFS, or designee, to reallocate \$480,165, from contract 06-010-06 with Para Los Ninos (PLN) to contracts number 06-010-5 and 06-010-8 at \$240,082.50, each, to service youth from SPA 6.
- 2. Delegate authority to the Director of DCFS, or his designee, to prepare and execute form amendments (substantially similar to that in Attachments A and B) with the contractors listed in Attachment C for the provision of YDS effective July 1, 2013, through December 31, 2013. The aggregate Maximum Contract Amount for the six-month period of July 1, 2013, through December 31, 2013, for these contracts is \$1,846,414 (Attachment C), financed by the Chafee Foster Care Independence Program (Chafee) at 84 percent and the Specialized Care and Incentive Assistance Program (SCIAP) at 16 percent. The Chafee share will be financed using 57 percent (\$884,063) Federal revenue and 43 percent (\$666,925) State revenue. The SCIAP share will be financed with 100 percent (\$295,426) State revenue. Funding will be included in the Department's recommended Fiscal Year 2013-2014 budget request.

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3. Delegate authority to the Director of DCFS, or designee, to execute amendments to the current Youth Development Services contracts for non-material changes provided that: (a) prior County Counsel, CEO, and Chief Probation Officer approvals are obtained; and (b) the Director of DCFS notifies the Board and the CEO in writing within ten working days of execution of such amendments.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The current YDS contracts, which serve all eight SPAs, will expire on June 30, 2013. TCCF provides services to SPAs 1, 5, and 7, while SPAs 2, 3, 4 and 8 services are provided by the FCCC. SPA 6 services are provided by PLN; however, due to PLN's decision not to extend its contract, services for SPA 6 will be provided by TCCF and FCCC for the period of July 1, 2013, through December 31, 2013. The recommended actions will ensure the continuation of YDS while the solicitation process is completed.

On September 30, 2011, DCFS released a Request for Proposal (RFP) containing the redesigned YDS program developed through collaboration with DCFS, Probation Department, CEO, Children's Commission, and Public Counsel. The goal of this redesigned life-skills program was to shift focus from a group setting curriculum to a more focused individualized one-on-one setting held in the home, and/or community of the Transition Age Youth (TAY), between the ages of 16-20. This change allowed each TAY to achieve self-sufficiency based on their individualized need, covering the eight Chafee Program goals. This new program also contained an educational assessment and tutoring services to TAY, aged 14-18. This RFP was subsequently cancelled as a result of multiple decreases in one of its funding sources.

On November 28, 2012, DCFS released the Individualized Transitional Skills Program (ITSP) RFP containing the redesigned life-skills program from the 2011 YDS RFP. The ITSP RFP was originally scheduled for release on August 8, 2012, with a start date of July 1, 2013; however, the release date was postponed to November 28, 2012, to allow sufficient time for expert external reviews of the SOW to be completed. This extension adheres to the Code of Federal Regulations, Title 48 – Federal Acquisition Regulation (FAR), 14.202.1, which requires a bidding time for federally funded solicitations to have at least 30 calendar days between issuance of the solicitation and opening of bids. On December 2, 2012, DCFS received approval from the California Department of Social Services for two, six-month extension periods.

On February 19, 2013, PLN notified DCFS in writing of their decision to discontinue providing YDS services effective June 30, 2013, due to their lease ending on the Leimert facility on June 30, 2013. DCFS consulted with the two existing contractors, and on February 21, 2013, and March 4, 2013, respectively, DCFS received confirmation from TCCF and FCCC that they would be able to provide services in SPA 6. The number of youth and contract amount will be divided evenly between these two contracts.

For these reasons, DCFS is requesting an extension of the existing seven contracts for a continuum of service until the RFP is completed and new contracts are executed.

<u>Implementation of Strategic Plan Goals</u>

The recommended actions are consistent with the principles of the Countywide Strategic Plan Goal #3 – Integrated Services Delivery: Maximize opportunities to measurably improve client and

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community outcomes and leverage resources through the continuous integration of health, community, and public safety services.

FISCAL IMPACT/FINANCING

The estimated aggregate Maximum Contract Amount for the six-month extension period of July 1, 2013, through December 31, 2013, is \$1,846,414, financed by 84 percent Chafee funds and 16 percent SCIAP funds. Of the 84 percent Chafee funds, 57 percent (\$884,063) will be funded by Federal revenue, 43 percent (\$666,925) State revenue, to meet the mandatory matching requirement to acquire Chafee dollars. The 16 percent SCIAP funds will be funded by 100 percent (\$295,426) State revenue.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The YDS program is authorized under Social Security Act, Title IV-E, Section 477 [42 U.S.C. 677] also known as John H. Chafee Foster Care Independence Program, which was created by Public Law 106-169, the Foster Care Independence Act of 1999. The Chafee program required states to develop an Independent Living Program (ILP) targeted to youth up to the age of 21, and to administer the county ILPs.

On July 3, 2007, the Board approved eight YDS contracts for one year with four options to extend through delegated authority. During the term of these contracts, three form amendments were executed to reduce the Maximum Annual Contract Sum caused by the SCIAP funding reduction, while one form amendment was executed to increase the Maximum Annual Contract Sum funded by the Title IV-E Waiver to offset the SCIAP decreases.

The CEO and County Counsel have reviewed the form amendment and Board Letter. The attached form amendment has been approved as to form by County Counsel.

CONTRACTING PROCESS

In 2005, DCFS released an RFP to interested organizations to provide YDS services in each of eight SPAs. Thirty-three proposals were received from thirteen potential contractors; five for SPA 1, two for SPA 2, five for SPA 3, three for SPA 4, four for SPA 5, six for SPA 6, three for SPA 7, and five for SPA 8. Three proposals were not evaluated because they did not meet the minimum requirements set forth in the RFP. Thirty proposals were evaluated on the strengths and weaknesses of critical service categories that were consistent with the criteria identified in the RFP. FCCC, TCCF, and PLN were selected for the contract awards. On July 3, 2007, the Board adopted DCFS' recommendation for contract awards. On June 26, 2012, the Board approved the two, six-month extensions extending the current contracts to June 30, 2013.

CONTRACTOR PERFORMANCE

The Contractors have sufficiently met performance standards to recommend contract extensions. Contractors are responsive in providing services to Probation youth and foster youth. Additionally, the recommendations from the YDS audit completed in March 2012, by the Auditor-Controller have

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been fully implemented.

The monitoring of the YDS contracts is performed on a quarterly basis, which includes an evaluation of monthly invoices and on-site monitoring for service, fiscal and administrative delivery compliance. The most recent monitoring results indicated that the contractors were in compliance with the contract requirements.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the extension will allow DCFS to finalize the solicitation process and to execute new contracts without interruption to the life-skills services, and education assessments and tutoring services. Without this extension, the County will not be able to provide the much-needed services to youth transitioning to adulthood. The service levels required under the recommended contract extension are the same as those in the current contracts.

The contracts will not infringe on the role of the County in relationship to its residents, and the County's ability to respond to emergencies will not be impaired. There is no change in risk exposure to the County.

CONCLUSION

Upon Board approval, the Executive Officer, Board of Supervisor, is requested to return one adopted stamped Board Letter to DCFS.

Respectfully submitted,

PHILIP L. BROWNING

Director

PLB:CMM KF:CC:mw

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors
Chief Probation Officer

Plus P. Browning

ATTACHMENT A



FORM AMENDMENT A TO YOUTH DEVELOPMENT SERVICES CONTRACT NUMBER WITH CONTRACTOR

FORM AMENDMENT A
YOUTH DEVELOPMENT SERVICES
CONTRACT NUMBER
WITH
CONTRACTOR
SPA ()
This Amendment Number (hereinafter referred to as "Amendment") to the Youth Development Services (YDS) Contract Number, (hereinafter referred to as "Contract") is made and entered into at Los Angeles, California this day of, 2013, by and between County of Los Angeles (hereinafter referred to as "COUNTY") and (hereinafter
referred to as "CONTRACTOR. WHEREAS, COUNTY and CONTRACTOR are parties to the Contract Number, adopted by the Board on July 3, 2007, and CONTRACTOR has been providing Youth Development Services to the COUNTY;
WHEREAS, a purpose of this Amendment is to extend the term of this Contract for six months, effective July 1, 2013 through December 31, 2013;
WHEREAS, another purpose of this Amendment is to amend insurance requirements due as required by the County;
WHEREAS, another purpose of this Amendment is to amend service deliverables as required by the Auditor-Controller's recommendations; and

WHEREAS, this Amendment is prepared and executed by COUNTY and CONTRACTOR as set forth in the Contract, Part II, STANDARD TERMS AND CONDITIONS, SECTION 7.0, CHANGES AND AMENDMENTS;

NOW, THEREFORE, COUNTY and CONTRACTOR mutually agree to the following changes to the Contract:

- Part I, UNIQUE TERMS AND CONDITIONS, Section 3.0, TERM AND 1. TERMINATION is amended to add subsection 3.1.6 as follows:
 - 3.1.6. The term of this contract is extended for six months, effective July 1, 2013, through December 31, 2013.

2.	Section 4.0, CONTRACT SUM, Subsection 4.5 is revised to read as follows:
	The maximum amount payable under this Contract shall not exceed
3.	Section 5.0, INSURANCE REQUIREMENTS, Subsection 5.2.5 is added to read as follows:
	5.2.5 Professional Liability: Insurance covering CONTRACTOR's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three years following this Agreement's expiration, termination or cancellation.
4.	Exhibit A, STATEMENT OF WORK, PART C, subsection 2.6.5 is added to include sign-in sheets and reads as follows:
	2.6.5 CONTRACTOR shall acquire and maintain sign-in sheets with a full signature for each youth participating that is administered an Educational Assessment and participating in Tutoring.
5.	Exhibit A, STATEMENT OF WORK, PART C, subsection 2.7.10 is added to include sign-in sheets and reads as follows:
	2.7.10 CONTRACTOR shall acquire and maintain sign-in sheets with a full signature for each youth participating in every Life Skills Training (LST) Class.
6.	Exhibit A, STATEMENT OF WORK, PART C, subsection 2.14, Youth Survey, is deleted in their entirety:
	2.14 Youth Survey
	Contractor shall ensure that each YDS participant, while enrolled in the

program and within three months of his/her emancipation is notified about completing a "Youth Survey" to receive a gift certificate. The survey shall be completed online and submitted to the COUNTY. Each participant will receive a gift certificate from DCFS after electronic submission of the survey. The website for the survey is: www.ll_POnline.org.

- 7. Exhibit B-2, Revised Proposed Budgets, effective from July 1, 2013, through December 31, 2013, is attached here within and incorporated as a part of Exhibit B, Program Budget.
- 8. Exhibit A, STATEMENT OF WORK, SOW Exhibit A-9 is deleted and replaced with Exhibit 1.

ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT REMAIN IN FULL FORCE AND EFFECT.

FORM AMENDMENT A YOUTH DEVELOPMENT SERVICES CONTRACT NUMBER _____

IN WITNESS WHEREOF, the Board of Supervisor caused this Amendment Number to be subscipled and provided and provided and provided and Amendment Number to be subscribed on its beauthered to the day, month and year first above written. To Contractor warrant(s) under penalty of perjury Contractor in or to this Contract.	ribed on its behalf by the Director of the d the CONTRACTOR has caused this ehalf by its duly authorized officer(s) as of the person(s) signing on behalf of the
COUNTY OF LOS ANGELES	CONTRACTOR
	Name of Agency
By: Philip L. Browning, Director	By:
Department of Children & Family Services	Name:
	Title:
	By:
	Name:
	Title:
	Tax Identification Number
APPROVED AS TO FORM: BY THE OFFICE OF COUNTY COUNSEL JOHN KRATTLI, COUNTY COUNSEL	
By:	-

		ELIGIBLE YOUTH			NUMBER OF YOUTH SERVED AND HOURS				
Service Planning Area	% OF TOTAL YOUTH	14-15	16-20	Total	Youth Receiving Educational Assessments (ages 14-20)	Minimum Number of Youth Tutored (ages 14- 15)	Maximum Number of Tutoring Hours @ Maximum of 50 Hours per Youth	Range for Number of Life Skills Training Graduates (ages 16- 20)	Range of Maximum Life Skills Training Hours (ages 16- 20)
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)
1	9%	381	514	895	203	41	2050	122-134	244-268
2	13%	515	767	1282	293	59	2950	176-193	352-386
3	19%	866	1073	1939	428	86	4300	257-282	514-564
4	6%	244	379	623	135	27	1350	81-90	162-179
5	2%	75	80	155	45	9	450	27-30	54-60
*6	12%	532	682	1214	270	54	2700	162-179	324-356
7	10%	460	573	1033	225	45	2250	135-149	270-297
8	17%	721	956	1677	383	77	3850	230-253	460-506
*6	12%	533	682	1215	270	54	2700	162-179	324-357
TOTAL	100%	4327	5706	10,033	2252	452	22,600	1352- 1489	2704-2973

^{*} The Service Planning Area 6 was divided in half and re-awarded to become a subdivision of Service Planning Areas 5 and 8 after the original contractor was unable to proceed with the contract during the third 6th month extension period (July 1, 2013 through December 31, 2013).

This exhibit provides an annual projection for the number of youth served.

FORM AMENDMENT B

CONTRACT NUMBER
WITH
CONTRACTOR
SPA ()
This Amendment Number (hereinafter referred to as "Amendment") to the Youth Development Services (YDS) Contract Number, (hereinafter referred to as "Contract") is made and entered into at Los Angeles, California this day of, 2013, by and between County of Los Angeles (hereinafter referred to as "COUNTY") and (hereinafter referred to as "CONTRACTOR.
WHEREAS, COUNTY and CONTRACTOR are parties to the Contract Number, adopted by the Board on July 3, 2007, and CONTRACTOR has been providing Youth Development Services to the COUNTY;
WHEREAS, a purpose of this Amendment is to extend the term of this Contract for six months, effective July 1, 2013 through December 31, 2013;
WHEREAS, another purpose of this Amendment is to amend insurance requirements due as required by the County;
WHEREAS, another purpose of this Amendment is to amend service deliverables as required by the Auditor-Controller's recommendations; and
WHEREAS, in Contract Number 06-010-5 and 06-010-8 is amended to add eligible youth from SPA 6 and to increase the contract sum for period July 1, 2013 through December 31, 2013; and
WHEREAS, this Amendment is prepared and executed by COUNTY and CONTRACTOR as set forth in the Contract, Part II, STANDARD TERMS AND CONDITIONS, SECTION 7.0, CHANGES AND AMENDMENTS;

NOW, THEREFORE, COUNTY and CONTRACTOR mutually agree to the following changes to the Contract:

Part I, UNIQUE TERMS AND CONDITIONS, Section 3.0, TERM AND 1. TERMINATION is amended to add subsection 3.1.6 as follows:

- 3.1.6. The term of this contract is extended for six months, effective July 1, 2013, through December 31, 2013.
- 2. Section 4.0, CONTRACT SUM, Subsection 4.5 is revised to read as follows:

The maximum amount payable under this Contract shall not exceed						
Dollars (\$) for each Contract period from July 1, 2007, through June						
30, 2010;Dollars (\$) for Contract period, July 1, 2010						
through June 30, 2011;Dollars (\$) for Contract						
period, July 1, 2011 through June 30, 2012;Dollars (\$) for						
Contract period, July 1, 2012, through December 31, 2012;						
Dollars (\$) for Contract period, January 1, 2013 through June						
30, 2013;Dollars (\$) for Contract period, July 1, 2013						
through December 31, 2013;Dollars (\$) for Contract						
period, July 1, 2013, through December 31, 2013, for subdivision 6 hereinafter						
referred to as the "Maximum Annual Contract Sum." The total amount payable						
under this Contract, after all seven extension options are exercised is						
Dollars (\$) hereinafter referred to as the						
"Maximum Contract Sum."						

- 3. Section 5.0, INSURANCE REQUIREMENTS, Subsection 5.2.5 is added to read as follows:
 - 5.2.5 Professional Liability: Insurance covering CONTRACTOR's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three years following this Agreement's expiration, termination or cancellation.
- 4. Exhibit A, STATEMENT OF WORK, PART C, Section 2.0, is amended to read as follows:
 - 2.0 SERVICE TASKS

CONTRACTOR shall be responsible for providing Youth Development Services (YDS) to DCFS/Probation ILP-Eligible Foster Youth within the SPA for which the YDS Contract is awarded. CONTRACTOR shall provide YDS services for up to the number of Youth within the awarded SPA, area 6 as indicated on SOW Exhibit A-9, Number of Youth to be served by SPA, annually. CONTRACTOR will only be paid for actual costs incurred as specified in the Contract, Section 4.0, Contract Sum. CONTRACTOR shall provide the following service tasks and those indicated in SOW, Exhibit A-11, Program Narrative.

5. Exhibit A, STATEMENT OF WORK, PART C, subsection 2.6.5 is added to include sign-in sheets and reads as follows:

- 2.6.6 CONTRACTOR shall acquire and maintain sign-in sheets with a full signature for each youth participating that is administered an Educational Assessment and participating in Tutoring.
- 6. Exhibit A, STATEMENT OF WORK, PART C, subsection 2.7.10 is added to include sign-in sheets and reads as follows:
 - 2.7.11 CONTRACTOR shall acquire and maintain sign-in sheets with a full signature for each youth participating in every Life Skills Training (LST) Class.
- 7. Exhibit A, STATEMENT OF WORK, PART C, subsection 2.14, Youth Survey, is deleted in their entirety:

2.14 Youth Survey

Contractor shall ensure that each YDS participant, while enrolled in the program and within three months of his/her emancipation is notified about completing a "Youth Survey" to receive a gift certificate. The survey shall be completed online and submitted to the COUNTY. Each participant will receive a gift certificate from DCFS after electronic submission of the survey. The website for the survey is: www.lLPOnline.org.

- 8. Exhibit B-2, Revised Proposed Budgets, effective from July 1, 2013, through December 31, 2013, is attached here within and incorporated as a part of Exhibit B, Program Budget.
- 9. Exhibit A, STATEMENT OF WORK, SOW Exhibit A-9 is deleted and replaced with Exhibit 1.

ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT REMAIN IN FULL FORCE AND EFFECT.

FORM AMENDMENT B YOUTH DEVELOPMENT SERVICES CONTRACT NUMBER _____

IN WITNESS WHEREOF, the Board of Supervisor caused this Amendment Number to be subscribed and Family Services and Amendment Number to be subscribed on its beauthered that the day, month and year first above written. To Contractor warrant(s) under penalty of perjury Contractor in or to this Contract.	ribed on its behalf by the Director of the d the CONTRACTOR has caused this ehalf by its duly authorized officer(s) as of the person(s) signing on behalf of the		
COUNTY OF LOS ANGELES	CONTRACTOR		
	Name of Agency		
By:Philip L. Browning, Director	By:		
Department of Children & Family Services	Name:		
	Title:		
	By:		
	Name:		
	Title:		
	Tax Identification Number		
APPROVED AS TO FORM: BY THE OFFICE OF COUNTY COUNSEL JOHN KRATTLI, COUNTY COUNSEL			
By: David Beaudet, Senior Deputy County Counsel	-		

		ELIGIBLE YOUTH			NUMBER OF YOUTH SERVED AND HOURS				
Service Planning Area	% OF TOTAL YOUTH	14-15	16-20	Total	Youth Receiving Educational Assessments (ages 14-20)	Minimum Number of Youth Tutored (ages 14- 15)	Maximum Number of Tutoring Hours @ Maximum of 50 Hours per Youth	Range for Number of Life Skills Training Graduates (ages 16- 20)	Range of Maximum Life Skills Training Hours (ages 16- 20)
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TOTAL	100%	4327	5706	10,033	2252	452	22,600	1352- 1489	2704-2973

^{*} The Service Planning Area 6 was divided in half and re-awarded to become a subdivision of Service Planning Areas 5 and 8 after the original contractor was unable to proceed with the contract during the third 6th month extension period (July 1, 2013 through December 31, 2013).

This exhibit provides an annual projection for the number of youth served.

MAXIMUM CONTRACT AMOUNT FOR SIX-MONTH EXTENSION PERIODS PER SERVICE PLANNING AREA (SPA)

SPA	AGENCY	MAXIMUM CONTRACT AMOUNT FOR SIX-MONTH EXTENSION PERIOD FOR JULY 1, 2013 THROUGH DECEMBER 31, 2013
1	The Community College Foundation (TCCF)	\$184,643.00
2	Foundation for California Community Colleges (FCCC)	\$184,643.00
3	Foundation for California Community Colleges (FCCC)	\$406,414.00
4	Foundation for California Community Colleges (FCCC)	\$110,680.00
5	The Community College Foundation (TCCF)	\$55,000.00
6	The Community College Foundation (TCCF)	\$240,082.50
7	The Community College Foundation (TCCF)	\$184,643.00
8	Foundation for California Community Colleges (FCCC)	\$240,226.00
6	Foundation for California Community Colleges (FCCC)	\$240,082.50
	TOTAL	\$1,846,414.00